

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

943



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 November 12, 2009

SUBJECT: Ratification of the Fifth Amendment to the Agreement with the City of Coachella for Field Services (Contract #05-063)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Fifth Amendment between the City of Coachella and the County of Riverside, Department of Animal Services, for the performance period of July 1, 2009 through June 30, 2010 in the amount of \$118,547 to provide field services;
 - 2) Authorize the Chairperson to execute four (4) original copies of the Amendment on behalf of the County of Riverside;
 - 3) Direct the Clerk of the Board to retain one original copy and return all three (3) original copies to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing; and,
 - 4) Authorize the Purchasing Agent to sign amendments not to exceed the authorized amounts.
- (Continued)

Departmental Concurrence

Robert D. Miller

RM/pmg

Robert Miller, Director of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 118,547	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by the City of Coachella	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Courmayer
 Debra Courmayer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 5/3/05, item 3.7;
 1/24/06, item 3.5; 6/6/06, item 3.10;
 9/4/07, item 3.7, 6/10/08, item 3.12.

District: 4

Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.44

BACKGROUND:

The Department of Animal Services (Department) has been providing Field services for the City of Coachella (City) since May 2005 in order to safeguard the City's domestic and wild animals, promote the humane treatment of animals, and enforce the City's Ordinances and State laws relating to animal control. The original contract was approved by the Board of Supervisors on May 3, 2005, item 3.7 and subsequent amendments have been approved for FY06/07, FY07/08 and FY08/09.

The amendment includes having the City adopt the Department's fee structure and administrative citation process, as well as the ability to offer payment plans to City residents and waive fees on a case-by-case basis. Being able to implement the updated fee structure and administrative citation process will enable the Department to provide optimal enforcement and the payment plans and ability to waive fees will provide another mechanism through which the Department can return animals to their owners faster and easier. Additionally, these provisions increase the Departments ability to recoup fees and charges.

All other changes to the contract through this Fifth Amendment were housekeeping adjustments such as updating the regular Field Services hours to reflect those that the Animal Control Officers currently work as well as adjusting the standby response time.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated.

FINANCIAL IMPACT:

The FY09/10 contract has increased by \$4,662 from FY08/09. This is due to an increase in the amount of standby services necessitated by the City.

Funding in the amount of \$118,547 has been included in the FY09/10 budget; therefore, no additional County funds are required.

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FIFTH AMENDMENT TO THE AGREEMENT
WITH
CITY OF COACHELLA
(Field Services to City)

That certain Agreement between the County of Riverside, Department of Animal Services through it's Community Health Agency (COUNTY) and the City of Coachella (CITY) approved on May 3, 2005, item 3.7, amended for the first time on January 24, 2006, item 3.5, amended for the second time on June 6, 2006, item 3.10, amended for the third time on September 4, 2007, item 3.7, amended for the fourth time on June 10, 2008, item 3.12, and is hereby amended for a fifth time, effective July 1, 2009:

- To amend the period of performance from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010.
- To increase the amount of compensation for Fiscal Year 09/10 from one hundred thirteen thousand, eight hundred and eighty-five dollars (\$113,885) to one-hundred eighteen thousand dollars, five hundred and forty-seven dollars (\$118,547).
- To add a second paragraph to Section 2. Term to read: The City and County may terminate this contract upon 30 days written notice to the other party provided that each contain written notice stating the extent and effective date of termination. County shall be entitled to compensation for all services rendered prior and including the termination date.
- To delete Section 4. Availability of Funding, in its entirety and replace with a new Section 4. Availability of Funding, to read: It is mutually agreed and understood that the obligation of the City is limited by and contingent upon the availability of City funds for the reimbursement of County's fees. In the event that such funds are not forthcoming for any reason, City shall immediately notify County in writing and services shall cease immediately. City shall remit to County payment for all such services rendered up until the date of termination within 30 days.

- To delete Exhibit A, Scope of Service, in its entirety and replace with a new Exhibit A, Scope of Animal Field Services, attached hereto.
- To delete Exhibit B, Payment Provisions, in its entirety and replace with a new Exhibit B, Payment Provisions, attached hereto.
- All other terms and conditions of this Agreement are to remain unchanged.

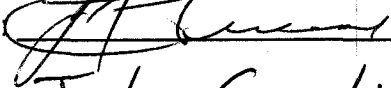
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

CITY

City of Coachella

By: _____
Chairman, Board of Supervisors

By: 

John Gerardi
Type or Print Name

Attest: _____

Interim City Manager

By: _____

Date: _____

Date: 9-14-09

PMG

FORM APPROVED COUNTY COUNSEL

BY:  11/12/09
JINNY H. RA DATE

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EXHIBIT A

SCOPE OF ANIMAL FIELD SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following animal control services for City of Coachella, hereinafter referred to as CITY:

1. Animal Pick-Up and Seizure Services: Field Services

- 1.1** Regular field service patrol provided between the hours of 7:30am and 5:00pm, Monday through Friday.
- 1.2** Impound all animals caught and collect impound fees assessed as defined in applicable COUNTY fee structure. Unpaid fees and charges for care and/or destruction of any animal delivered to COUNTY by a designated City Official, which animal is not redeemed by its owner, shall be charged to CITY at the rates identified in the applicable COUNTY, CITY or Coachella Valley Animal Campus agreement.
- 1.3** Quarantine, as prescribed by State law, all animals suspected to be rabid and/or that have bitten a person or another animal.
- 1.4** Investigate reported animal bites in accordance with State and local laws/requirements. All animal bites will be investigated within eight (8) hours.
- 1.5** Respond and take steps to resolve noisy animal complaints.
- 1.6** Remove dead animals from the public right-of-way.
- 1.7** Provide assistance in the trapping and removal of domestic and wild animals from public and private property. Use humane traps available for these purposes and make them available to the public on a rental basis.
- 1.8** Verify animal license status when responding to request for service or when responding to complaints about animal behavior.
- 1.9** Encourage the return of lost/stray animals (impounded by field personnel) to their rightful owner in the field, by field service personnel whenever

1 possible, in order to eliminate the need for the pet owner to make the trip
2 to the shelter and to minimize stress to the animal.

3 The COUNTY requires that the owner or designated owner be present to
4 accept the return of his/her pet. Dogs must have current license and
5 rabies vaccination.

6 **1.10** Monthly reports detailing the field service activities of the previous month.

7 **1.11** Inspect kennels, catteries, and pet shops in the CITY in response to
8 written complaints pursuant to California State and COUNTY laws and
9 local ordinances.

10 **1.12** Investigations of cruelty to animals and animal gaming cases.

11 **1.13** Court appearances.

12 **1.14** Complaint resolution.

13 **2. Emergency Response During and After Operating Hours**

14 Emergency services are available, at the CITY'S request, after hours and on
15 holidays on an on-call basis of \$55.00 per hour, with a two (2) hour call-out
16 minimum, plus mileage. Mileage shall be calculated at the IRS rate in effect at
17 the time. A standby officer will respond to the emergency calls by telephone or by
18 vehicle within 60 minutes or less if reasonably possible, subject to factors
19 affecting response time, including traffic congestion or other hindering
20 circumstances, uncontrollable by the County. A backup standby officer will be
21 available if the scheduled backup officer is unable to respond (usually on a
22 previous emergency). Response time to non-emergency calls will be within 24
23 business hours.

24 "After-hours Emergency Service" shall be defined as "calls responded to after
25 normal business hours or on holidays and shall include response to calls
26 regarding:

27 1. Animals endangering the health or safety of the community;

28 2. Police Department requests for emergency service;

- 1 3. Sick or injured stray animals;
- 2 4. Animals in distress;
- 3 5. Humane Investigations – life threatening;
- 4 6. Dead animal pick up on CITY property.

5 **3. Qualifications and Training for Animal Control Officer(s)**

6 Field Services personnel shall be required to have animal care and control
7 experience and/or training for the position prior to starting work. Animal Control
8 Field personnel shall have at least six (6) months of experience in a public or
9 private animal control program.

10 **4. Shelter Care and Disposition Services**

11 The COUNTY will house the CITY'S animals at the Coachella Valley Animal
12 Campus located at 72-050 Pet Land Place, Thousand Palms, CA 92276. The
13 handling of these animals will comply with the terms of the contract between the
14 COUNTY and CITY for shelter services.

15 **5. Personnel and Supplies**

16 The COUNTY shall provide the personnel and supplies necessary to perform its
17 obligations under this Agreement, including but not limited to one (1) Animal
18 Control Officer, work supplies and overhead requirements.

19 **6. Equipment and Insurance**

20 The CITY shall provide one (1) animal control truck and one animal control
21 carrying box, both of which are covered under the CITY'S self-insurance policy.
22 The CITY agrees to waive any right of subrogation against the COUNTY for any
23 claims arising from the COUNTY'S use of the CITY'S vehicle. The CITY shall be
24 responsible for the fees incurred to install an air conditioning unit on the animal
25 control truck, at an estimate one-time cost of \$4,200, annual vehicle maintenance
26 estimated at a cost of \$1,200 and fuel charges at an estimate of \$7,140. The
27 CITY shall also provide office and storage space for use by the Animal Control
28 Officer.

1 **7. Veterinary Services**

2 The City shall be responsible for the payment of veterinarian fees incurred as a
3 result of the enforcement of any humane enforcement including, but not limited to
4 the enforcement of Penal Code 597. All attempts will be made to recover these
5 funds from the animal owner; however, all unrecovered funds shall be paid by the
6 City and be added to the monthly billing. The City reserves the right to attempt
7 collection directly from the animal owner of any unrecovered funds that have
8 been billed and paid by the City.

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1 CITY OF COACHELLA

2 FY09/10

3 EXHIBIT B

4 PAYMENT PROVISIONS

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7 CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and
8 accounting thereof by COUNTY to CITY, those fees relative to the services to be
9 performed under this Agreement as detailed below. Monthly amounts listed are
10 budgeted and will be billed based upon actual usage, as follows:

11 **1. Field Services**

12 1.1 Personnel Expense for one (1) FTE Animal Control Officer \$5,016.35/mo

13 1.2 Supplies and Other Charges \$3,323.59/mo

14 1.3 Stand-by services to be billed based upon actual usage,
15 and at the rate of \$55.00 per hour plus actual mileage
16 according to the IRS rate at the time of service. \$1246.45/mo

17
18 1.4 All fees collected for dog licenses within the CITY limits shall
19 be accounted for by COUNTY and remitted to CITY on a
20 monthly basis, provided, however, that COUNTY shall retain
21 the sum of \$5.85 for each dog license issued hereunder.
22 Animal Licensing Administrative Fee \$292.50/mo

23
24 1.5 City agrees to adopt COUNTY fee schedule, as amended, and gives
25 COUNTY permission to offer payment plans or waive fees for CITY
26 residents on a case by case basis, as approved by the Director or his/her
27 designee. No payment plan or waiver of fees shall be given for rabies
28 vaccinations, animal licenses or State mandated fees.

1 1.6 A detailed annual budget is attached and incorporated herein as Attachment
2 A.

3 **2. Scheduled Compensation**

4 The scheduled compensation payable to COUNTY for all services as set forth in
5 this Agreement is one-hundred eighteen thousand, five hundred forty-seven dollars
6 (\$118,547) annually, during the period commencing July 1, 2009 through June 30,
7 2010. Payments shall be received monthly in arrears with the final payment
8 received by August 31st following the end of the fiscal year.

9 NOTE: Checks shall be made payable to County of Riverside.

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EXHIBIT A

**Riverside County Community Health Agency
Department of Animal Services**

Ordinance 630 - Dogs and Cats

Description	Rate
Altered dog license - 1 year	\$8.00
Unaltered dog license - 1 year	\$50.00
Altered dog license - 2 year	\$15.00
Unaltered dog license - 2 year	\$100.00
Altered dog license - 3 year	\$19.00
Unaltered dog license - 3 year	\$150.00
Altered dog license - 1 year (senior citizen)	\$6.00
Altered dog license - 2 year (senior citizen)	\$7.00
Altered dog license - 3 year (senior citizen)	\$8.00
Dangerous animal registration - 1 year	\$100.00
Dog license late fee	\$20.00
Dog license late fee (senior citizen)	\$15.00
Transfer of ownership fee - dog	\$6.00
New resident dog license late fee	\$20.00
Dog license replacement tag	\$6.00
Cat license	\$9.00
On-line web licensing processing fee	\$1.50
Class 1 Kennel license - 5-10 dogs [1 year, unaltered]	\$280.00
Class 1 Kennel license - 5-10 dogs [2 year, unaltered]	\$300.00
Class 1 Kennel license - 5-10 dogs [1 year, altered]	\$180.00
Class 1 Kennel license - 5-10 dogs [2 year, altered]	\$200.00
Class 1 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 2 Kennel license - 11-25 dogs [1 year, unaltered]	\$400.00
Class 2 Kennel license - 11-25 dogs [2 year, unaltered]	\$650.00
Class 2 Kennel license - 11-25 dogs [1 year, altered]	\$250.00
Class 2 Kennel license - 11-25 dogs [2 year, altered]	\$400.00
Class 2 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 3 Kennel license - 26-40 dogs [1 year, unaltered]	\$500.00
Class 3 Kennel license - 26-40 dogs [2 year, unaltered]	\$700.00
Class 3 Kennel license - 26-40 dogs [1 year, altered]	\$350.00
Class 3 Kennel license - 26-40 dogs [2 year, altered]	\$500.00
Class 3 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 4 Kennel license - 41+ dogs [1 year, unaltered]	\$750.00
Class 4 Kennel license - 41+ dogs [2 year, unaltered]	\$900.00
Class 4 Kennel license - 41+ dogs [1 year, altered]	\$500.00
Class 4 Kennel license - 41+ dogs [2 year, altered]	\$650.00
Class 4 Kennel license (dog) - late fee 50% of the applicable fees	50%
Sentry Dog Kennel [1 year, unaltered]	\$500.00
Sentry Dog Kennel [2 year, unaltered]	\$750.00
Sentry Dog Kennel [1 year, unaltered]	\$350.00
Sentry Dog Kennel [1 year, unaltered]	\$500.00
Sentry Dog Kennel - late fee 50% of the applicable fees	50%
Class 2 Cattery license - 10+ cats [1 year, unaltered]	\$280.00
Class 2 Cattery license - 10+ cats [2 year, unaltered]	\$400.00
Class 2 Cattery license - 10+ cats [1 year, altered]	\$180.00
Class 2 Cattery license - 10+ cats [2 year, altered]	\$200.00
Cattery license - late fee 50% of the applicable fees	50%
Animal rescue permit (up to 6 dogs)	\$50.00
Animal rescue permit (7 to 10 dogs) 1 year	\$180.00
Animal rescue permit (7 to 10 dogs) 2 year	\$200.00
Rescue permit - late fee 100% of applicable fees	100%

EXHIBIT A

**Riverside County Community Health Agency
Department of Animal Services**

Ordinance 630 - Dogs and Cats

Description	Rate
Any person violating any provisions of Title 6 shall be guilty of an infraction, unless otherwise stated in this chapter, and upon conviction thereof shall be punished by:	
1st Violation - fine not exceeding fifty dollars	\$50.00
2nd Violation - fine not exceeding one hundred dollars	\$100.00
3rd Violation - fine not exceeding two hundred fifty dollars	\$250.00
Administrative citation (1st violation)	\$100.00
Administrative citation (2 nd violation)	\$250.00
Administrative citation (3rd violation)	\$500.00
State Mandated Unaltered Animal Fine first offense	\$35.00
State Mandated Unaltered Animal Fine second offense	\$50.00
State Mandated Unaltered Animal Fine third offense	\$100.00
Impound fee - 1st offense	\$40.00
Impound fee - 2nd offense	\$90.00
Impound fee - 3rd+ offense	\$150.00
Impound fee- animal returned to owner by field officer	\$30.00
Impound fee - altered/unable to produce dog owned by senior citizen	50%
Daily boarding fee during impoundment	\$15.00
Euthanasia request - dog or cat and disposal (owner request at shelter)	
Dog	\$25.00
Cat	\$25.00
Small Animal	\$25.00
Owner turn-in fee (animal picked up by field officer)	\$30.00
Owner turn-in fee (animal turned in at the shelter)	\$20.00
Home quarantine fee	\$50.00
Trap service - first 5 days	\$20.00
Trap service- each day after initial 5 days	\$2.00
Lost or destroyed traps	\$90.00
Quarantined animals - housed at a county shelter	\$5 per day + boarding fees
Recoupment of enforcement costs - hourly rate	\$53.00
Personnel After Hours Charge	
Microchip implanted at time of adoption	\$10.00
Microchip implanted at any time other than adoption	\$20.00
Adoption Fee - cats	\$75.00
Adoption Fee - dogs	\$95.00
Event Adoption Fee - cats	\$20.00
Event Adoption Fee - dogs	\$30.00
Senior citizen (*or disabled person) adoption fee - cats	\$45.00
Senior citizen (*or disabled person) adoption fee - dogs	\$65.00
Last Chance - Adoption fee - cats	\$5.00
Spay and Neuter deposit - cat (Food and Agricultural Code 31751.3)	\$40.00
Spay and Neuter deposit - dog (Food and Agricultural Code 30503)	\$40.00
Doctors of Veterinary Medicine (DVM) hourly rate	\$142.70
Supervising Registered Veterinary Technicians (SRVT) hourly rate	\$79.08
Registered Veterinary Technicians (RVT)	\$72.51
Veterinary Technician (VT)	\$67.85
Operations Chiefs (Ops Chief)	\$94.79
Animal pain management (small animal)	\$8.00
Animal pain management (large animal)	\$15.00
Injection fee	\$18.00
Sedation	\$35.00
Fluids (Oral and IV)	\$8.00

EXHIBIT A

**Riverside County Community Health Agency
Department of Animal Services**

Ordinance 630 - Dogs and Cats

Description	Rate
De-worming (small animal)	\$8.00
De-worming (large animal)	\$16.00
De-worming (large animal tube worming)	\$25.00
Clip/clean	\$20.00
Vaccine - Horse	\$18.00
Exploratory surgery	\$75.00
Frontline flea/tick treatment	\$8.00
Animal emergency clinic fees (plus x-ray fee)	\$70.00
X-ray - first view + \$20.00 for each additional view.	\$70.00
Daily oral medication (small animal)	\$15.00
Daily oral medication (large animal)	\$25.00

Ordinance Timeline

Type	Date	BOS Agenda #	Effective
Adopted	February 3, 1987	3.5b	April 4, 1987
Amended 630.1	May 9, 1989	9.3a and b	June 8, 1989
Amended 630.2	not used		
Amended 630.3	August 31, 1993	3.5	November 30, 1993
Amended 630.4	March 8, 1994	11.3	May 7, 1994
Amended 630.5	December 13, 1994	12.7	March 1, 1995
Amended 630.6	May 25, 1999	12.4	July 1, 1999
Amended 630.7	August 24, 1999	12.1	September 22, 1999
Amended 630.8	June 4, 2002	3.13	July 4, 2002
Amended 630.9	April 15, 2003	3.4	May 14, 2003
Amended 630.10	December 11, 2007	9.9	January 10, 2008
Amended 630.11			
Amended 630.12			
Amended 630.13	June 30, 2009	3.11	July 30, 2009

**ATTACHMENT A
BUDGET FISCAL YEAR 09/10**

**County of Riverside, Community Health Agency
Department of Animal Services
CITY OF COACHELLA**

Field Services

Personnel

*Animal Control Officer (1 FTE)	
Salary	\$39,423
Benefits	\$19,613
Worker's Compensation	\$1,160
 Sub-total Salaries/Benefits	 \$60,196
 **Stand-by Animal Control Officer	
Time: @ 20 hours/mo. x \$55.00/hour x 12 mos.	\$13,200
Mileage: @.505/mile x 290 miles/mo. X 12 mos.	\$1,757
 Sub-total Standby Expense	 \$14,957
 Total Personnel Expense -Field Services	 \$75,154

Supplies and Other Charges

Supplies and Other Charges	\$30,098
(Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc.)	
Fuel for Animal Control Vehicle (17,000 miles x \$.505)	\$8,585
Truck Annual Maintenance (not including fuel charges)	\$1,200
 Total Supplies/Other Charges - Field Services	 \$39,883

Animal Licensing Fees

Animal Licenses: \$5.85 per license x 50/month x 12 mos.	\$3,510
 Total Animal License Fees	 \$3,510

Grand Total - Field Services	\$118,547
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Comments:

**Amounts are estimates and may change depending on actual use.

as of 7/17/09 PMG